Supreme Court, U.S.
FILED
NOV 25 1994
OFFICE OF THE CLERK

(3)

No. 94-779

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1994

Robert B. LeBlanc; Joan S. LeBlanc,

Jointly And Severally,

Petitioners,

v.

WARD LAKE DRILLING, INC.,

Respondent.

On Petition For Writ Of Certiorari To The

United States Court Of Appeals

For The Sixth Circuit

PETITIONERS' SUPPLEMENTAL BRIEF

AND

SUPPLEMENTAL APPENDIX

By: Robert B. LeBlanc, Pro Se

On behalf of himself and his wife Joan

9300 Island Drive, Grosse Ile

Michigan 48138 (313) 675 - 0323

13pp

TABLE OF CONTENTS

	Page(s)
Table of Authorities	ii
Introduction	1-2
I. A WRIT SHOULD ISSUE TO SETTLE THE RECURRING QUESTION OF THE "SOVEREIGNITY" STATUS OF A STATE.	2-4
II. A WRIT SHOULD ISSUE TO CLARIFY THE MARKETPLACE RELATIONSHIPS BETWEEN A STATE AND ITS PEOPLE.	4-7
Conclusion	7
**********	
Appendix C	1c-3c
Salutation	3c

TABLE OF AUTHORITIES

Page(s)

Cases Cited

Hess and Walsh v. Port Authority Trans-Hudson Corporation, ___ U. S. ___ (1994) (inclusive of all opinions) 2-7

Constitutional Citations

United States Constitution:

Preamble 6

Eleventh Amendment 2,7

As Amended 6

Rules of the Supreme Court

Rule 15.7 2

Treaties

WEALTH OF NATIONS, Adam Smith (1776) 5

No. 94-779

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1994

Robert B. LeBlanc; Joan S. LeBlanc,

Jointly And Severally,

Petitioners,

v.

WARD LAKE DRILLING, INC.,

Respondent.

On Petition For Writ Of Certiorari To The

United States Court Of Appeals

For The Sixth Circuit

PETITIONERS' SUPPLEMENTAL BRIEF

To the Honorable, the Chief Justice and Associate Justices of the Supreme Court of the United States of America:

Petitioners, Robert B. LeBlanc; Joan S. LeBlanc (LeBlancs), Jointly and severally in propria persona, respectfully supplement their Petition for Writ of Certiorari pur-

suant to Rule 15.7 of the Supreme Court and calling attention to new intervening matters and thus, further reasons why the Writ should issue.

I. A WRIT SHOULD ISSUE TO SETTLE THE RECURRING QUESTION OF THE "SOVEREIGNITY" STATUS OF A STATE.

On November 14, this Court decided Case No. 93-1197 and titled Hess and Walsh v. Port Authority Trans-Hudson Corporation, ___ U.S.___ (1994), addressing an immediate question of Eleventh Ammendment immunity defense asserted by a Bi-State entity. This Court's majority found that the sovereignity question, if applied, would foreclose a reasonable remedy and thus reasonable relief to those seeking a redress of grievances for alleged wrongs.

This Court's dissenting Opinion (see slip dis. op. at p. 8) acknowledges, "It will be a rare case indeed where the state treasury foots the bill for an entity's

wrongs but fails to excercise a healthy degree of oversight over that entity." The enthyme or implicit premise that is seen in said dissenting statement is: that monetary penalties are a longstanding deterrence to private persons and might even be a sufficient deterrent to any liable State of the several States. Judicial notice shows that the several States have increasingly attempted to clothe their respective agencies, officers, municipalities and still others with sovereign immunity and thereby foreclosing reasonable remedies to those seeking justice. Associate Justice Stevens, in his concurring Opinion (see slip conc. op. pp. 1-3), bravely identifies without any hesitation the "engine of injustice." Justice Stevens observes (see slip conc. op. at p. 2), "Sovereign immunity inevitably places a lesser value on administering justice to the individual than on giving government a license to

act arbitrarily."

Therefore, this Court can elect to now focus its attention on the blurred relationships between a State and the people.

II. A WRIT SHOULD ISSUE TO CLARIFY THE MARKETPLACE RELATIONSHIPS BETWEEN A STATE AND THE PEOPLE.

A November 3, 1994, Editorial (see Appendix C, pp. 1c-3c) evidences via Judicial notice the blurred relationships (sovereign or private person) of the State of Michigan and its status in the marketplace. An implicit argument exists that the State of Michigan's status as a "sovereign", rather than that of "private person", apparently and once again presents a situation whereby certain "gas [drilling] companies" somehow possess sovereign immunity and license to arbitrarily act without consequence, rather than due attention being given to "conflicts of interest"

arising from said situation. In other words, the dynamics of the marketplace apparently have been short-circuited by these unresolved conflicts of accountability.

As 18th century Adam Smith was intrigued by the doctrine of laissez-faire (political economy) in the marketplace, and as Hess, supra, demonstrates: once a State attempts to lend out or wear its two hats (sovereign status and private person status) relationships become stymied. Individuals who, at almost every level of the judicial system, have little or no choice but to litigate with State's who then somehow arbitrarily assert immunity from suit and ultimately win most, if not all, quarrels or disputes with said private persons. If a private person makes a financial error that private person faces the consequences, however, when a State errors it almost always asserts sovereign immunity and it

thusly earns and receives the distrust of those persons who the State defrauds of due justice.

Just as the American People spoke on the 8th day of November, 1994, most Americans do continue to be prudent and peace-loving because, after all, it was the People of the United States of America who ordained and established the United States Constitution, as Amended, in order to establish harmony and social/economic justice, inter alia. The blurred notion of "sovereignity" and its arbitrary use has disturbed the homeostatic relationships that should rightfully exist between a State and private persons or individuals.

Therefore, the ripe question of "sovereignity" should be resolved so as to restore justice as this Court has focused on in Hess, supra, and more eloquently set forth by Justice Stevens who has objective-

ly isolated the issue: There is truely only one Eleventh Amendment. When a State descends from its plane of sovereignity by stepping-out of its sphere of immunity and transacts to form contracts with private persons, it should be held accountable thereafter for its transgressive acts or omissions.

CONCLUSION

For the reasons stated, and as a supplement to the LeBlancs Petition for a Writ of Certiorari, the LeBlancs do respectfully request the Court to grant a Writ of Certiorari to review.

Respectfully submitted,

By: Robert B. LeBlanc, Pro Se
On behalf of himself and his spouse, Joan
Jointly and severally Petitioners'
9300 Island Drive
Grosse Ile, Michigan 48138
(313) 675 - 0323

No. 94-779

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1994

Robert B. LeBlanc; Joan S. LeBlanc,
Jointly And Severally,

Petitioners,

v.

WARD LAKE DRILLING, INC.,

Respondent.

On Petition For Writ Of Certiorari To The
United States Court Of Appeals
For The Sixth Circuit

PETITIONERS' SUPPLEMENTAL APPENDIX C

By: Robert B. LeBlanc, Pro Se
On behalf of himself and his wife Joan
9300 Island Drive
Grosse Ile, Michigan 48138
(313) 675 - 0323

APPENDIX C

EDITORIAL

GAYLORD HERALD TIMES; P.O.Box 598;
Gaylord, MI 49735; (517) 732 - 1111
page A-4, Thursday, November 3, 1994

"MINERAL OWNERS DESERVE FULL SHARE"

Some Antrim gas companies in the area are charging mineral rights owners for part of the costs incurred in producing the gas in contravention of their mineral rights leases.

In most leases, the language clearly states the owner of the mineral rights is to receive one-eighth of the gross proceeds of the sale of gas from the well. Gross proceeds means just what it says, not net proceeds, or what is left after the expense of producing the gas is deducted.

The gas companies contend the cost of producing Antrim gas has risen in the past few years. The utilities, such as MichCon and Consumer's Power, now require the removal of carbon dioxide from produced gas, necessitating the construction and

maintenance by the gas companies of expensive equipment.

In addition, the utilities no longer build pipelines for gathering gas all the way to the well, so the gas companies must bear the added expense of laying pipeline.

These are all good points. They were good enough that the State of Michigan recently allowed the gas companies to renegotiate their lease agreements with the state, allowing the deduction of some production costs.

IT APPEARS, however, that the gas companies then decided to apply that state agreement in a blanket manner to private mineral lease holders without entering into any negotiations whatsoever. In other words, they broke their plainly-worded lease agreements.

We think that is wrong.

We bet there was no hint of the possibility of such lease breaking when the gas companies were

trying to get mineral rights owners to sign those agreements. When the company landmen were sitting at the kitchen table, pen and lease agreement in hand, we bet all they talked about was the amount of income the well would produce.

We think the gas companies should negotiate any lease changes with the individual owners as they did with the state.

==========

Respectfully submitted,

By: Robert B. LeBlanc, Pro Se
On behalf of himself and his spouse, Joan
Jointly and Severally Petitioners'
9300 Island Drive
Grosse Ile, Michigan 48138
(313) 675 - 0323